

**SECOND AMENDMENT TO  
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT  
BETWEEN  
VERIZON NORTH INC. F/K/A GTE NORTH INCORPORATED  
AND  
TALLGRASS COMMUNICATIONS, INC.**

**THIS SECOND AMENDMENT** to Interconnection, Resale and Unbundling Agreement (the "Agreement") which became effective May 14, 1998 is by and between Verizon North Inc. f/k/a GTE North Incorporated and Tallgrass Communications, Inc. (Verizon and Tallgrass being referred to collectively as the "Parties" and individually as a "Party"). This Second Amendment covers services in the state of Wisconsin (the "State").

**WHEREAS**, the Agreement, was approved by the Commission's Order dated April 30, 1998 in Docket No. 1517-TI-101 ("Agreement"); and

**WHEREAS**, the Parties mutually desire to amend the Terms with this amendment to replace existing contractual performance measurements with Verizon's nationwide WISE performance measurements.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article III, Section 37 and Appendix A of the Agreement first described above shall be deleted in its entirety and replaced by the language set forth in Attachment 1 to Second Amendment.
2. Except as specifically modified by this Second Amendment, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this Second Amendment, this Second Amendment shall control.

**IN WITNESS WHEREOF**, each Party has executed this Second Amendment and it shall be effective upon execution by both Parties.

**VERIZON NORTH INC. F/K/A GTE NORTH  
INCORPORATED**

**TALLGRASS COMMUNICATIONS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_